

## TRADE FUNDING PLACEMENT AGREEMENT

This PLACEMENT AGREEMENT is made this 3<sup>rd</sup> day of October, 2019, by and among **Premier Investments & Financial Services Group, LLC** (hereinafter, known as "PLACEMENT AGENT") and, **FXTRADE ZH LP, a Nevada Limited partnership** (Hereinafter, known as "PLACEMENT PROVIDER"). PLACEMENT PROVIDER and PLACEMENT AGENT shall collectively be known herein As "the Parties". In determining the rights and duties of the Parties under this Placement Agreement, The entire document must be read as a whole.

FOR VALUE RECEIVED, PLACEMENT PROVIDER determines to transfer to the order of PLACEMENT AGENT, the sum of **\$700,000 dollars** ("Placement amount") within the next 10 business days. The PLACEMENT AGENT agrees to pay PLACEMENT PROVIDER a FIXED rate of return of **2.60% per month** starting no later than day 8 of receiving of fund (**0%** during first 7 calendar days or the first day of full trading, whichever comes first, referred to as Test Run Period) based on the Placement Amount together with reinvested proceeds thereon. All payments rendered over time shall be construed as proceeds payments on the principle portion of the Placement. The entire outstanding Placement Amount (including principal and any accrued proceeds) shall become fully due and payable by PLACEMENT AGENT in 3 months of Placement origination. The method for making a proper "demand" by PLACEMENT PROVIDER is set forth below. Any additional extension of the Placement and the prevailing terms will be considered upon mutual acquiescence.

### ADDITIONAL PLACEMENT TERMS

The PLACEMENT PROVIDER and PLACEMENT AGENT hereby further set forth their rights and obligations to one another under this Placement Agreement and agree to be legally bound as Follows:

1. Placement Proceeds payment Terms. PLACEMENT AGENT will make proceeds payment(s) to PLACEMENT PROVIDER in the amount of a requested portion of the monthly earnings against the Placement amount or principal balance. Any undistributed Proceeds will be added to the principal on the monthly basis and therefore increases the Placement Amount ("Reinvesting").
2. Placement Extension. The PLACEMENT PROVIDER upon its choosing may extend the Placement beyond the initial 3-month term, provided mutual agreement is reached between the Parties. The terms and conditions of the Placement and repayment may be re-negotiated and will become an Addendum to this Agreement.
3. Demand by PLACEMENT PROVIDER. This is a "demand" Placement agreement the terms of which require the PLACEMENT AGENT to repay in full or in part the entire outstanding Placement amount within 3 business days of receipt of a written "Letter of Demand" from PLACEMENT PROVIDER for which requires the complete or partial repayment of the Placement amount. It is agreed by the Parties that a "Minimum Period" of 3 (three) months from the origination of said Placement will be observed and no "Letter of Demand" will be issued or honored, except the Proceeds (earnings) from the Placement amount. Delivery of written notice by U.S. Postal Service; email, or Certified Registered Return Receipt Requested, from the PLACEMENT PROVIDER to PLACEMENT AGENT shall constitute delivery. Addresses of record for the mailing of said notice,

**For PLACEMENT AGENT:**

To the Attention of: Steve Kirkland, at  
 2740 Runnelwood Lane  
 Snellville Ga. 30078  
 Email: [slkirkland63@comcast.net](mailto:slkirkland63@comcast.net)  
 Phone: +(1) 404-451-2287

**For PLACEMENT PROVIDER:**

To the Attention of: Alex Cheng, at  
 10612 Providence Rd, Suite D-223  
 Charlotte, NC 28277  
 Email: [alex@acgroupus.com](mailto:alex@acgroupus.com)  
 Phone: +(1) 803-619-9887

4. Method of Placement Payment. The PLACEMENT AGENT shall make all scheduled payments in accordance with the instructions as stated below:

☒ Please make payments according to the payment instructions below:

Bank Name: PNC BANK  
 Bank Address: 500 First Ave, Mailstop-PFSC-03-W, Pittsburgh, PA 15219  
 SWIFT code: **Redacted** (for International Wire)  
 Routing Number (for Domestic Wire only): **Redacted**  
 Routing Number (for ACH only): **Redacted**  
 Account Number: **Redacted**  
 Account Name: **Redacted**  
 Account Address: 10612 Providence Rd, STE D-223, Charlotte, NC 28277 USA  
 Notify: Alex Cheng, +(1) 803-619-9887

If Placement Agent desires to change either of the aforementioned payment terms, written notice by US Postal Service; email, or Certified Return Receipt Requested to Placement Provider at the address stated in para. #3. Placement Agent shall be required to adhere to the new instructions within 3 business days from the receipt of said notice.

5. Parties that are not individuals. If any Party to this agreement is other than an individual (i.e., a natural person, a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that Party is authorized to commit, act on behalf, enter into contractual obligations, and sign as signatory for said entity and must sign as an individual as well as an authorized signatory. The Party acting as signatory to this Agreement attests that Minutes of a Corporate meeting and or a written document exists giving that Party authorization to act in such capacity as signatory making the Party also liable for and party to all terms and conditions of this Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Placement Agreement.

6. Integration. This Agreement, including any addendums mentioned in the body of this Agreement as incorporated by reference, with regard to the subject matter herein, represents and is considered the entire agreement between the Parties. All prior agreements, representations and warranties, expressed or implied, oral or written, with respect to the subject matter herein, are hereby superseded by this Agreement. This is an integrated agreement in its entirety.

7. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

8. Modification. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties delivered in accordance with the terms of delivery stated in para. #3 to the Parties addresses stated. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the Agreement contained herein.

9. Law. This Agreement shall be interpreted under, and governed by, the laws of the State of Nevada.

10. PLACEMENT PROVIDER Banking Coordinates.

Bank Name: PNC BANK

Bank Address: 500 First Ave, Mailstop-PFSC-03-W, Pittsburgh, PA 15219

SWIFT code: **Redacted** (for International Wire)

Routing Number (for Domestic Wire only): **Redacted**

Routing Number (for ACH only): **Redacted**

Account Number: **Redacted**


Account Name: **Redacted**


Account Address: 10612 Providence Rd, STE D-223, Charlotte, NC 28277 USA

Notify: Alex Cheng, +(1) 803-619-9887

The Signatures of the Parties to this Agreement follow on the next page.

IN WITNESS WHEREOF; and acknowledging acceptance and agreement of the foregoing, the  
PLACEMENT PROVIDER and PLACEMENT AGENT affix their signatures hereto:

PLACEMENT PROVIDER  \_\_\_\_\_ Dated: 10/03/2019  
Signature

Placement Agent:  \_\_\_\_\_ Dated: 10/03/2019  
Signature